BILLS AND NOTES—RIGHT OF DRAWEE OF FORGED CHECK OR DRAFT TO RECOVER MONEY PAID THEREON.—One Paul sold plaintiff a span of horses, receiving plaintiff's note. About the time that this note became due, plaintiff received word from the defendant that it held the note given by plaintiff to Paul. Plaintiff paid the note, which, it afterwards developed, was a forgery, almost a duplication of the Paul note. The forgery was not discovered until plaintiff was called upon to pay the genuine note. The defendant refused to return the money upon demand. *Held,* the drawer of a check or maker of a note, being required to know his own signature, can not recover payment made through mistake to a holder in due course of a forged instrument. *Jones* v. *Miners' and Merchants' Bank* (1910), — Mo. App. —, 128 S. W. 829.

Explaining the reason for its decision, the court said: "We can not give our sanction to such a rule, and should not hesitate to repudiate it, as many other courts have done, but for the fact that this rule has come to be the settled law of the State in a way that will control our actions until a different rule shall be adopted by a power that is superior to us." That money paid under mistake of fact may be recovered is the general rule of law. *Lyle* v. *Shinnebarger,* 17 Mo. App. 66. An exception was announced, in 1762, in the case of *Price* v. *Neal,* 3 Burr. 1354, in which case it was held that where a forged bill of exchange had been accepted and paid by the drawee, he could not recover from the indorsee to whom he paid it. That holding has been followed by the English courts and by a great majority of the American courts, being applied alike to forged bills of exchange, checks, and notes. *First Nat. Bank* v. *Northwestern Nat. Bank,* 152 Ill. 296, 38 N. E. 739, 26 L. R. A. 289. In Pennsylvania, however, the rule of *Price* v. *Neal* has been changed by statute. *Tradesmen's Nat. Bank* v. *Third Nat. Bank,* 66 Pa. 435. *Iron City Nat. Bank* v. *Fort Pitt Nat. Bank,* 159 Pa. 46, 28 Atl. 195. In other States, the courts have so restricted the rule, or repudiated it, as to warrant the inference that the unqualified rule of *Price* v. *Neal* was inadvertently announced. Many courts restrict the rule to cases of an innocent holder for value, some even requiring the holder receiving payment to be absolutely without fault, with reference thereto. See notes, 10 L. R. A. (N. S.) 1-74. *Northwestern Nat. Bank* v. *Bank of Commerce,* 107 Mo. 402, 15 L. R. A. 102. Other courts allow a recovery in all cases except where to allow it would place the person from whom payment was recovered in a worse position than he would have been in had payment been refused. *First Nat. Bank* v. *Bank of Wyndemere,* 15 N. D. 299, 108 N. W. 546, 10 L. R. A. (N. S.) 1. *Ellis* v. *Ohio Life Ins. & T. Co.,* 4 Ohio St. 628, 64 Am. Dec. 610. *People's Bank* v. *Franklin Bank,* 88 Tenn. 299, 6 L. R. A. 724, 12 S. W. 716, 17 Am. St. Rep. 884. This view is supported by many of the text books, and seems to be growing in favor with the courts. See 71 CENT. L. J. 137. In MORSE, BANKS AND BANKING, Ed. 4, § 464, it is said of the harsh rule of *Price* v. *Neal*: "This doctrine is fast fading into the misty past, where it belongs."

BOUNDARIES—LINE BETWEEN RIPARIAN OWNERS.—Complainants and defendants were owners of adjoining lots bordering on Detroit river. Both